

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
WISCONSIN BELL, INC. d/b/a SBC WISCONSIN
AND
TIME WARNER TELECOM OF WISCONSIN, L.P.**

WHEREAS, Wisconsin Bell, Inc. d/b/a SBC Wisconsin¹ ("SBC Wisconsin" f/k/a "AM-WI") and Time Warner Telecom of Wisconsin, L.P. ("TWTC") (collectively referred to as the "Parties") entered into an Interconnection Agreement which became effective on June 29, 2002 (the "Agreement"); and

WHEREAS, the Agreement permits the Parties to mutually amend the Agreement in writing.

NOW THEREFORE, the Parties agree to amend the Agreement based upon the following terms and conditions:

(1) Attachment A to Appendix Pricing) to the Agreement is hereby amended to replace and supersede the DS3 UNE Loop and DS3 UNE Subloop Recurring Rates, respectively, currently set forth in such Attachment under the heading "Loops", with the following DS3 UNE Loop and Subloop Recurring Rates:

Rate Group	Unbundled DS-3 Loops (Corrected)	Unbundled DS-3 Subloop (Corrected)
Band A	\$438.33	\$429.33
Band B	\$528.88	\$513.55
Band C	\$545.69	\$522.72

(2) This Amendment shall not modify the nonrecurring rates currently set forth in the Agreement for the DS3 UNE Loop and DS3 UNE Subloop, but rather, such nonrecurring rates shall continue to apply to both the DS3 UNE Loop and DS3 UNE Subloop, respectively.

(3) The Term and Termination provisions set forth in the Agreement shall not apply to the DS3 UNE Loop and DS3 UNE Subloop provisions set forth in this Agreement, including without limitation the recurring rates being incorporated into the Agreement by this Amendment. Rather, the DS3 UNE Loop and Subloop provisions in this Agreement, including without limitation the DS3 UNE Loop and DS3 UNE Subloop recurring rates set forth herein, will automatically terminate as provided in Paragraph 5 below.

(4) This Amendment, including without limitation the DS3 UNE Loop and DS3 UNE Subloop recurring rates set forth herein shall become effective ten (10) days following the date this Amendment is approved or is deemed to have been approved by the Wisconsin Public Service Commission.

(5) In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this

¹ Wisconsin Bell, Inc. ("Wisconsin Bell"), a Wisconsin corporation, is a wholly owned subsidiary of Ameritech Corporation, which owns the former Bell operating companies in the States of Illinois, Indiana, Michigan, Ohio and Wisconsin. Wisconsin Bell offers telecommunications services and operates under the names "SBC Wisconsin" and "SBC Ameritech Wisconsin", pursuant to assumed name filings with the State of Wisconsin. Ameritech Corporation is a wholly owned subsidiary of SBC Communications, Inc.

Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: the United States Supreme Court's opinion in Verizon v. FCC, et al, 535 U.S. 467 (2002); the D.C. Circuit's decision in United States Telecom Association, et. Al ("USTA") v. FCC, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, the D.C. Circuit's March 2, 2004 decision in USTA v. FCC, Case No. 00-1012 (D.C. Cir. 2004); the FCC's Triennial Review Order, released on August 21, 2003; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in WorldCom, Inc. v. FCC, 288 F.3d 429 (D.C. Cir. 2002).

(6) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS IN THE UNDERLYING AGREEMENT REMAIN UNCHANGED.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed in triplicate on the date(s) shown below by their respective duly authorized representatives.

Time Warner Telecom of Wisconsin, L.P.

**By: Time Warner Telecom General Partnership, its
general partner**

**By: Time Warner Telecom Holdings, Inc., its general
partner**

By: _____

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Date: _____

**Wisconsin Bell, Inc. d/b/a SBC Wisconsin by SBC
Telecommunications, Inc., its authorized agent**

By: _____

Name: _____
(Print or Type)

Title: *For/* President-Industry Markets

Date: _____

FACILITIES-BASED OCN # _____

ACNA _____